

RESOLUTION NO. 10-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTER-GOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY AND HAPPY VALLEY TO EXPAND AND RENAME THE MILWAUKIE/NORTH CLACKAMAS ENTERPRISE ZONE.

WHEREAS, The City actively supports economic development through the use of the existing Milwaukie/North Clackamas Enterprise Zone; and

WHEREAS, The City of Happy Valley has requested that the zone be expanded to include the Rock Creek Employment Area, which could provide significant opportunities for industrial business recruitment and expansion; and

WHEREAS, The City of Milwaukie is supportive of economic development throughout the region and in urban Clackamas County, in particular; and

WHEREAS, The addition of the City of Happy Valley as an additional zone co-sponsor is necessary to the expansion of the zone; and

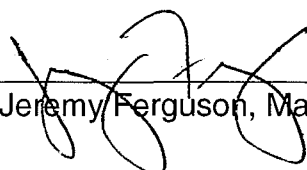
WHEREAS, Clackamas County will continue to provide zone management services; and

WHEREAS, The zone sponsors all agree that the new name of the expanded zone should be the North Clackamas Urban Enterprise zone;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to sign an Inter-Governmental Agreement with Clackamas County and Happy Valley to expand and rename the Milwaukie/North Clackamas Enterprise Zone, attached as Exhibit A.

Introduced and adopted by the City Council on February 1, 2011.


This resolution is effective on February 2, 2011.



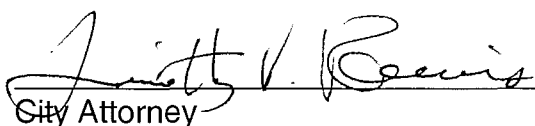
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC



Pat DuVal, City Recorder



City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF MILWAUKIE, THE CITY OF HAPPY VALLEY AND
CLACKAMAS COUNTY FOR ENTERPRISE ZONE MANAGEMENT

THIS AGREEMENT, authorized by ORS 190.003 – 190.130, is made this ____ day of January, 2011, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation (hereinafter referred to as “MILWAUKIE”), the CITY OF HAPPY VALLEY, an Oregon municipal corporation (hereinafter referred to as “HAPPY VALLEY”), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as “COUNTY”), the promises and agreements of each being in consideration of the promises and agreements of the other.

RECITALS

The Milwaukie / North Clackamas County Enterprise Zone (“ENTERPRISE ZONE”) was designated on December 4, 1997 and reauthorized and expanded to include the Clackamas Industrial Area on June 30, 2008. The zone is currently scheduled to expire on June 30, 2013.

The ENTERPRISE ZONE is part of a property tax abatement program administered by the Oregon Business Development Department (“OBDD”) pursuant to ORS Chapter 285C. The program offers three to five year property tax exemptions for new industrial investments in plant and equipment by eligible business firms. To be eligible, companies must increase employment by at least 10% and pay at least 150% of the state minimum wage. This incentive supports local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses and to secure and diversify the local economic base.

COUNTY and MILWAUKIE are currently joint sponsors of this ENTERPRISE ZONE. Happy Valley has requested that the enterprise zone boundary be expanded to include the Rock Creek Employment Area, and that the city become a Zone co-sponsor.

AGREEMENT

1. Term. The term of this Agreement begins on the ____ of January 2011 and shall remain in effect as long as the enterprise zone or any related abatements are in effect, unless earlier terminated.
2. Name of Enterprise Zone. The Milwaukie / North Clackamas County Enterprise Zone shall be known as the North Urban Clackamas County Enterprise Zone, as of the effective date of this Agreement.
3. Zone Sponsors. Pursuant to ORS 285C.105(2), COUNTY, MILWAUKIE and HAPPY VALLEY will become zone co-sponsors (“ZONE SPONSORS”) and will act jointly in performing the duties imposed on a sponsor under ORS 285C.050 to 285C.250.

4. Zone Manager.

a. MILWAUKIE and HAPPY VALLEY designate COUNTY to appoint a zone manager on behalf of the ZONE SPONSORS. The zone manager will provide assistance with setting up the enterprise zone program, marketing, business outreach, preauthorization meetings, follow-up, annual reporting, and shall prepare such revisions to agreements and zone boundaries as may be required, subject to the review and approval of the ZONE SPONSORS.

b. The zone manager shall ensure that only eligible firms and qualified properties receive the benefits of the ENTERPRISE ZONE, as provided in ORS Chapter 285C.

c. The employment of the zone manager shall be a responsibility of COUNTY, except that, compensation for the Zone Manager may be derived from collected enterprise zone application fees.

d. The Zone Manager shall provide the ZONE SPONSORS with regular reports as required by ORS 285C.050 to 285C.250 and shall keep the ZONE SPONSORS informed of all new developments, issues, or concerns affecting Enterprise Zone operations.

e. The Zone Manager shall endeavor to notify the ZONE SPONSORS in advance of all public announcements that are to be made regarding the ENTERPRISE ZONE.

5. Duties of ZONE SPONSORS.

a. The ZONE SPONSORS shall endeavor to notify the ZONE MANAGER of any developments or issues concerning the ENTERPRISE ZONE in advance of any public announcements on the subject.

b. Every duty and every act to be performed by any of the parties imposes an obligation of good faith on that party in the performance of such act.

c. Each party shall give the others immediate notice of any action or suit filed or any claim made against a party which may result in litigation in any way related to this agreement.

6. General Provisions Applicable to this Agreement.

a. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

b. Time is of the essence of this Agreement. None of the ZONE SPONSORS shall be relieved of an obligation to comply promptly with any provisions of this Agreement by any failure of any of the other ZONE SPONSORS to enforce prompt compliance with any of its provisions.

c. Unless otherwise specified in this Agreement, any action authorized or required to be taken by MILWAUKIE or HAPPY VALLEY may be taken by the economic development staff, the Council or the City Manager of the respective city.

d. Unless otherwise specified or provided in this Agreement, any action authorized or required to be taken by COUNTY may be taken by the director of the Clackamas County Business and Economic Development Services Department so long as the action does not increase COUNTY's financial payment or cost.

e. Duties of Milwaukie and Happy Valley. Potential actions required of the city could include arranging meeting locations and notice as needed, participating in preauthorization conferences with businesses, promoting the program to potentially eligible businesses, distributing marketing information at city halls, and coordinating business assistance with the county business and economic development team.

f. Modifications. Modifications to this Agreement are valid only if made in writing and signed by all parties.

g. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

For MILWAUKIE

Bill Monahan
City Manager
10722 S.E. Main
Milwaukie, Oregon 97222

For COUNTY

Steve Wheeler
County Administrator
2051 Kaen Road
Oregon City, Oregon 97045

For HAPPY VALLEY

Jason Tuck
City Manager
16000 SE Misty Drive
Happy Valley, OR 97086

Such addresses may be changed by a party upon written notice to the other parties given as provided in this section.

h. Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of the party's performance under this contract, subject to the limitations set out in the Oregon Constitution and the Oregon Tort Claims Act or other applicable statutes.

i. Participation in this Agreement may be terminated by any party as of the 30th day of June of any year during the term of this Agreement by giving six (6) months prior written notice to the other parties.

j. Disputes regarding this agreement, which cannot be resolved by respective managers, shall first be directed to each party's governing body. Failing resolution, parties shall mutually agree upon a third party mediator.

k. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

l. A waiver of any breach of any provision of this Agreement by any party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of Milwaukie, an Oregon municipal corporation

by: _____
Jeremy Ferguson, Mayor

Approved as to form:

City Attorney

City of Happy Valley, an Oregon municipal corporation

by: _____
Lori DeRemer, Mayor

Approved as to form:

City Attorney

Clackamas County, a political subdivision of the State of Oregon

by: _____
County Commission Chair

Approved as to form:

County Counsel

Recording Secretary